

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

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**ERIC BEACH**

6713 S. Tumblecreek Dr.  
Franklin, WI 53132

COMPLAINT

Plaintiff,

Case No:

-vs-

**LVNV FUNDING LLC**

15 South Main Street  
Greenville, SC 29601

**WELTMAN, WEINBERG & REIS CO., LPA**

175 South 3<sup>rd</sup> St., Suite 900  
Columbus, OH 43215-5166

Defendants.

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**COMPLAINT**

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**Plaintiff**, by his attorneys Krekeler Strother, S.C. (Krekeler), hereby alleges as follows:

1. Plaintiff Eric Beach (Mr. Beach) resides at 6713 S. Tumblecreek Dr., which is located in Franklin, WI 53132. Mr. Beach also has a P.O. Box address, which is P.O. BOX 3109 – 12963, which is located in Houston, TX 77253-3109.
2. Defendant LVNV Funding, LLC (LVNV) has a principal place of business located at 15 South Main Street, which is located in Greenville, SC 29601. Upon information and belief, LVNV attempted to collect debts and violated the Fair Debt Collection Practices Act (FDCPA) and the Wisconsin Consumer Act (WCA).
3. Defendant Weltman, Weinberg & Reis Co., LPA (Weltman) has a principal place of business located at 145 South 3<sup>rd</sup> St., Suite 900, which is located in Columbus, OH

43215-5166. Upon information and belief, Weltman attempted to collect debts and violated the FDCPA and the WCA.

**JURISDICTION OF THE COURT AND VENUE:**

1. Jurisdiction of the Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692f(d), and pursuant to 28 U.S.C. § for pendent state law claims.
2. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA")
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendants transact business here.

**FACTUAL BACKGROUND:**

1. On April 28, 2011, Weltman sent Mr. Beach a demand letter. This letter claimed that Mr. Beach owed \$3,531.12. See attached, Exhibit 1.
2. On May 08, 2011, in response to the demand letter, Mr. Beach responded to Weltman requesting validation of the amount he allegedly owed. See attached, Exhibit 2.
3. To this request, on September 19, 2011, Weltman then sent Mr. Beach a cover letter that named "LVNV FUNDING LLC" as their client, said that Mr. Beach had a balance due of \$3,603.52, their "WWR File no.: 9181310," and stated the original creditor as BANK OF AMERICA. See attached, Exhibit 3.
4. With this cover letter came three bank statements: two from MidCountry Bank (MidCountry) and one from Bank of America. See attached, Exhibits 4, 5, and 6.
5. The first statement, from MidCountry, dated September 2008, stated that Mr. Beach had a "New Balance Total" of \$3,058.52. It further stated, in bold, that his "Payment Due" was \$677.60. See attached, Exhibit 4.

6. The next statement, however, also from MidCountry, dated October 2008, stated that Mr. Beach had a "New Balance Total" of \$0.00. It further stated, in bold, that his "Payment Due" was \$0.00. Under "Payments and Credits," the statement says "CHARGE-OFF ADJUSTMENT." See attached, Exhibit 5.
7. The third and final statement, from Bank of America, dated July 2009, stated that Mr. Beach had a "New Balance Total" of \$0.00. It further stated, in bold, that his "Payment Due" was \$0.00. Under "Payments and Credits," the statement says "ZERO CURBL ON SOLD ACCT." See attached, Exhibit 6.
8. Mr. Beach was confused as to why the last two statements sent to him state that he owed nothing. These two statements (Exhibits 5 and 6) did the opposite of validating any debt; they invalidated the debt.
9. Because of this, Mr. Beach sent another letter to Weltman, dated October 02, 2011. As he explicitly says in writing, he was not refusing to pay; rather, he was simply trying to have his debt validated, as he is entitled by statutory mandate under federal and state law.
10. Three days later, on October 05, 2011, Mr. Beach also sent a letter to LVNV asking for information. LVNV refused by not answering.
11. As Mr. Beach stated in his letter to LVNV, his credit report had negative ratings; these negative ratings were a direct result of the actions taken by LVNV and Weltman.

**FIRST CAUSE OF ACTION:**

**LVNV and Weltman, in their attempt to collect a debt, violated numerous  
provisions of the FDCPA**

12. LVNV and Weltman contacted Mr. Beach in an attempt to collect a debt, which was a communication in an attempt to collect a debt as that term is defined by U.S.C. § 1692a(2).
13. The conduct of both Defendants in harassing Mr. Beach in an effort to collect this debt repeatedly engaging Plaintiff in a dispute without ever validating the debt was a violation of numerous provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692d, 1692e, 1692e(5), 1692e(7), 1692e(10), and 1692f, amongst others.

**FIRST PENDENT CAUSE OF ACTION:**

**LVNV and Weltman Violated §427.104(1)(f) of the Wisconsin Consumer Act**

1. Reallege and incorporate the foregoing as though set forth fully at this point.
2. LVNV and Weltman disclosed information concerning the existence of a debt known to be reasonably disputed by Mr. Beach without disclosing the fact that the he disputed the debt in violation of section 427.104(1)(f) of the Wisconsin Consumer Act (Act).
3. As a direct and proximate result of these violations, Mr. Beach has suffered damages including, but not limited to: emotional distress, loss of reputation, pecuniary loss and incurring of attorney's fees.
4. As a further direct and proximate result of said violations, Mr. Beach is entitled to an award of punitive damages, reasonable costs and attorney's fees.

**SECOND PENDENT CAUSE OF ACTION:**

**LVNV and Weltman Violated §427.104(1)(j) of the Act**

5. Reallege and incorporate the foregoing as though set forth fully at this point.

6. LVNV and Weltman has, in the course of attempting to collect a debt arising from a consumer transaction, claimed and threatened to enforce rights with knowledge that the right did not exist, in violation of Wisconsin statute section 427.104(1)(j).
7. As a direct and proximate result of these violations, Mr. Beach has suffered damages including, but not limited to: emotional distress, loss of reputation, pecuniary loss and incurring of attorney's fees.
8. As a further direct and proximate result of said violations, Mr. Beach is entitled to an award of punitive damages, reasonable costs and attorney's fees.

#### **PRAYER FOR RELIEF**

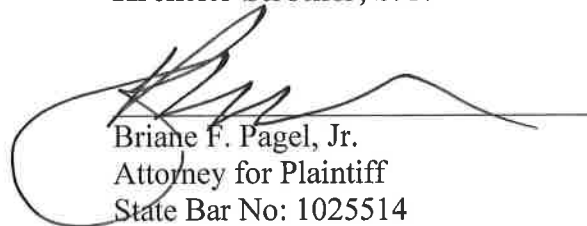
**WHEREFORE**, Plaintiff Eric Beach respectfully requests that the court find that Defendants have violated the Fair Debt Collection Practices Act, and, pursuant to 15 U.S.C. § 45(m)(1)(A), 53(b), 1692, 1681s, and the Court's own equitable powers, respectfully requests that the Court:

1. Enter a permanent injunction to prevent future violations of the FDCPA by LVNV and Weltman;
2. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FDCPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten gains;
3. Award Plaintiff monetary civil penalties for each violation of FDCPA as alleged in this Complaint; and
4. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Moreover, Mr. Beach requests that Defendants have also violated the Wisconsin Consumer Act, and, pursuant to Wis. Stats. 425.304, award twice the pecuniary damages suffered, punitive damages, costs, and reasonable attorney's fees.

Dated this July 26, 2012

BY:  
**Krekeler Strother, S.C.**



Briane F. Pagel, Jr.  
Attorney for Plaintiff  
State Bar No: 1025514

15 N. Pinckney St., Suite 200  
P.O. Box 828  
Madison, WI 53701-0828  
(608) 258-8555/ fax: 258-8299

# WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW

*Over 80 Years of Service.*

175 South 3rd St., Suite 900 Columbus, OH 43215-5166  
(614) 801-2741 (800) 719-2654  
Mon-Thurs 8am-9pm, Fri 8am-5pm, & Sat 8am-12pm EST

April 28, 2011

ERIC J BEACH  
PO BOX 3109  
HOUSTON TX 77253-3109

RE: LVNV FUNDING LLC  
Original Creditor: BANK OF AMERICA  
Account No.: 364462069  
WWR No.: 9181310  
Balance Due as of April 28, 2011: \$3,531.12

Dear ERIC J BEACH:

Please be advised that this law firm has been retained to collect the outstanding balance due and owing on this account. As of the date of this letter you owe the amount listed above. Therefore, it is important that you contact our office to discuss an appropriate resolution for this matter. You may be able to pay on your account online via our web-pay website at [www.wvrepay.com](http://www.wvrepay.com).

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days of receipt of this letter, we will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail you a copy. If you request in writing within the thirty (30) day period, we will provide you with the name and address of the original creditor if different from the current creditor.

Thank you for your attention to this matter.

Sincerely,

Weltman, Weinberg & Reis Co., L.P.A.

1540NWELT01323R

\*\*\*To receive proper credit on your account, please detach the bottom portion and return with your payment in the enclosed envelope\*\*\*

175 South 3rd St., Suite 900  
Columbus, OH 43215-5166  
ADDRESS SERVICE REQUESTED

WWR No.: 9181310  
Balance Due as of April 28, 2011: \$3,531.12

April 28, 2011

H17/323/13157478/0623-323R 535934416



ERIC J BEACH  
PO Box 3109  
Houston TX 77253-3109

WELTMAN, WEINBERG & REIS CO., L.P.A.  
P.O. Box 93596  
Cleveland, OH 44101-5596

H17/323/13157478/0623

EXHIBIT

## **PRIVACY NOTICE**

This Privacy Notice is being given on behalf of each of the following related companies (the 'Sherman Companies'). It describes the general policy of the Sherman Companies regarding the personal information of customers and former customers.

Sherman Acquisition Limited Partnership	Resurgent Capital Services L.P.	Anson Street LLC
Sherman Acquisition II Limited Partnership	Resurgent Capital Services PR LLC	Ashley Funding Services LLC
Sherman Acquisition L.L.C.	LVNV Funding, LLC	SFG REO, LLC
Limestone Asset Management LLC	Ascent Card Services, LLC	PYOD LLC
Granite Asset Management LLC	Ascent Card Services II LLC	

**Information We May Collect.** The Sherman Companies may collect the following personal information: (1) information that we receive from your account file at the time we purchase or begin to service your account, such as your name, address, social security number, and assets; (2) information that you may give us through discussion with you, or that we may obtain through your transactions with us, such as your income and payment history; (3) information that we receive from consumer reporting agencies, such as your creditworthiness and credit history, and (4) information that we obtain from other third party information providers, such as public records and databases that contain publicly available data about you, such as bankruptcy and mortgage filings. All of the personal information that we collect is referred to in this notice as 'collected information'.

**Confidentiality and Security of Collected Information.** At the Sherman Companies, we restrict access to collected information about you to individuals who need to know such collected information in order to perform services in connection with your account. We maintain physical safeguards (like restricted access), electronic safeguards (like encryption and password protection), and procedural safeguards (such as authentication procedures) to protect collected information about you.

**Sharing Collected Information with Affiliates.** From time to time, the Sherman Companies may share collected information about customers and former customers with each other in connection with administering and collecting accounts to the extent permitted under the Fair Debt Collection Practices Act.

**Sharing Collected Information with Third Parties.** The Sherman Companies do not share collected information about customers or former customers with third parties, except as permitted in connection with administering and collecting accounts under the Fair Debt Collection Practices Act.



Eric Beach  
P.O. Box 3109 – 12963  
Houston, TX 77253-3109

Weltman, Weinberg, & Reis Co  
175 South 3<sup>rd</sup> St. Suite 900  
Columbus, OH 43215

05/08/2011

Incorrect Validation  
Account # 5490-9989-9737-8378  
WWR - 9181310

Dear Sir or Madam:

This is in reference to the receipt of your response dated November 24, 2010 to my prior debt validation letters to LVNV funding and the Sherman group. While this is not a refusal to pay, I continue to dispute your claim in its entirety. Your validation falls short of being full and complete. Please send a CORRECT validation as your validation does not accurately demonstrate anything as it is not from the Original creditor. In order to ascertain the validity and accuracy of this alleged debt I want you to produce full and complete documentation from the Original creditor.

Again I ask that you provide proof of the debt, specifically the alleged contract or other instrument bearing my signature, as well as proof of your authority in this matter. Absent such proof, you must terminate this collection action and correct any erroneous reports of this debt as mine.

In my previous letter I ask that you provide:

1. What the money you say I owe is for;
2. Explain and show me how you calculated what you say I owe;
3. Provide me with copies of any papers that show I agreed to pay what you say I owe;
4. Provide a verification or copy of any judgment if applicable;
5. Identify the original creditor;
6. Prove the Statute of Limitations has not expired on this account
7. Show me that you are licensed to collect in my state
8. Provide me with your license numbers and Registered Agent

Without these items being presented to me as proof that I have an obligation to pay you, I do not recognize this debt as being mine. Nor do previous attempts of validation of this debt sufficiently prove that I have any contractual obligation to pay the amount you are requesting.



You do not have to respond to this dispute but if you do not, any attempt to collect this debt without validating it, violates the FDCPA. I may, at my discretion, retain an attorney concerning this matter and any and all communication between your firm and me shall be reviewed by such counsel.

PLEASE NOTE THAT YOUR COMPANY, LVNV FUNDING LLC, IS NOTORIOUS FOR PASSING ACCOUNTS BETWEEN SUBSIDIARY COMPANIES TO CIRCUMVENT FAIR DEBT COLLECTION PRACTICES ACT. ANY ATTEMPT BY YOU TO FORWARD THIS ACCOUNT TO ANY OTHER SUBSIDIARY COMPANY RELATED TO LVNV FUNDING LLC BEFORE VALIDATION OF THESE DEBTS LISTED IN THIS CORRESPONDENCE WILL RESULT IN A FEDERAL LAWSUIT. GOVERN YOURSELVES ACCORDINGLY AS I HAVE COMPLETE DOCUMENTATION. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Sherman Acquisition Limited
- Resurgent Capital Services L. P.
- Anson Street LLC Partnership
- Resurgent Capital Services PR LLC
- Ashley Funding Services LLC
- Sherman Acquisition II Limited
- Credit One Bank, N.A.
- Partnership Ascent Card Services, LLC
- SFG REO, LLC
- Sherman Acquisition L.L.C.
- Ascent Card Services II LLC
- PYOD LLC
- Sherman Acquisition TA LP
- Tradd Street LLC
- ARS National Services
- Capital Asset Management
- Granite Asset Management
- Weltman, Weinberg, & Reis CO., LPA

Your firm communicated and are continuing to communicate incorrect and defamatory information to third parties including but not limited to: Equifax, Experian, and Trans Union. As a result of these blatantly reckless, wanton, and intentional acts, I have suffered and continue to suffer general and specific damages. I am also very upset at your firm's intentional infliction of emotional distress and at the other diminishment of the quality of my life.

I am now demanding the immediate and complete removal of this tradeline from my credit reports (Equifax, Experian, and Trans Union).

Sincerely,

Eric Beach

# WELTMAN, WEINBERG & REIS Co., LPA

ATTORNEYS AT LAW  
Over 80 Years of Service.

Brooklyn Hts 216 739 5100  
Chicago 312 782 9676  
Cincinnati 513 723 2200  
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175 South 3rd St., Suite 900  
Columbus, Oh 43215-5166  
(614) 801-2741 (800) 719-2654  
Mon-Thurs 8am-9pm, Fri 8am-5pm, & Sat 8am-12pm EST  
www.weltman.com

Detroit 248 362 6100  
Ft. Lauderdale 954 740 5200  
Grove City 614 801 2600  
Philadelphia 215 599 1500  
Pittsburgh 412 434 7955

September 19, 2011

ERIC J BEACH  
PO BOX 3109  
HOUSTON TX 77253

RE: ERIC J BEACH  
Our Client: LVNV FUNDING LLC  
Account No.: XXXXX2069  
Balance Due: \$3,603.52 as of September 19, 2011  
WWR File No.: 9181310  
Original Creditor: BANK OF AMERICA

Dear ERIC J BEACH:

Enclosed please find a copy of the documents you requested for verification regarding the above referenced matter. Please feel free to contact us at 1-800-719-2654 to discuss this matter further.

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

Sincerely,



Karen Bozikis  
Verification Representative  
Weltman, Weinberg & Reis Co., L.P.A.

Enclosures



# MidCountry Bank

Prepared for: ERIC J BEACH  
Account Number: 5490 9989 0748 4886

September 2008 Statement  
Credit Line: \$2,500.00  
Cash or Credit Available:

WorldPoints 

Summary of Transactions		Billing Cycle and Payment Information	
Previous Balance	\$2,993.95	Days in Billing Cycle	31
Payments and Credits	\$0.00	Closing Date	09/23/08
Purchases and Adjustments	\$39.00	Payment Due Date	10/19/08
Periodic Rate Finance Charges	\$25.57	Current Payment Due	\$94.00
Transaction Fee Finance Charges	\$0.00	Past Due Amount	\$583.00
New Balance Total	\$3,058.52	Total Minimum Payment Due	\$177.00

For information on your account visit:  
www.fiacardservices.com  
Call toll-free 1-800-223-7046  
TDD hearing-impaired 1-800-346-3178  
Mail Payments to:  
FIA CARD SERVICES  
P.O. BOX 15726  
WILMINGTON, DE 19886-5726  
Mail Billing Inquiries to:  
FIA CARD SERVICES  
P.O. BOX 15028  
WILMINGTON, DE 19850-5026

Transaction	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Purchases and Adjustments						
LATE FEE FOR PAYMENT DUE 09/18		09/18	09/18	2993		39.00

## Important Information About Your Account

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. TO AVOID FUTURE FEES OR RATE INCREASES, PLEASE MAKE YOUR PAYMENTS ON TIME AND REMAIN UNDER YOUR CREDIT LIMIT. REMEMBER, IF TWICE IN 12 MONTHS YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE AND/OR YOUR CREDIT LIMIT IS EXCEEDED, YOUR APR MAY INCREASE.

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## Balance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.02737%	9.99%	S	\$2,036.42
Cash Advances		0.054767%	19.99%	S	\$0.00
Purchases		0.02737%	9.99%	S	\$977.41

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

9.98%

APR Type Definitions: APR Type: S- Standard APR (APR normally in effect)

20 0030585200067700000030000005490998907484886

FIA CARD SERVICES  
P.O. BOX 15726  
WILMINGTON, DE 19886-5726  


ERIC J BEACH  
1001 EAST WT HARRIS BLVD  
APT P309  
9181310 CHARLOTTE NC 28213-4104-997

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information	
ACCOUNT NUMBER:	5490 9989 0748 4886
NEW BALANCE TOTAL:	\$3,058.52
PAYMENT DUE DATE:	10/19/08
Enter Payment Amount Enclosed:	\$

Mail this payment coupon along with a check or money order payable to: FIA CARD SERVICES

5240222501 15938907484886

EXHIBIT



# **IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE211 Rev. 04/08

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was increased from \$\_\_\_\_\_ to \$\_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$\_\_\_\_\_ Reference #\_\_\_\_\_  
Sale #2 \$\_\_\_\_\_ Reference #\_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: \_\_\_\_\_
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
Best contact telephone #: \_\_\_\_\_ Home#: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

## **GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

## **CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

## **PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

## **TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

## **HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

## **Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

## **Important Information about Payments by Phone**

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

## **MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_





# **IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

USE211 Rev. 04/08

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- ☐ 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- ☐ 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_  
Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

## **GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle; and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

## **CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

**Average Balance Method** (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

**Average Daily Balance Method** (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

## **PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

## **MISCELLANEOUS**

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PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name: \_\_\_\_\_  
Transaction Date: \_\_\_\_\_ Posting Date: \_\_\_\_\_  
Amount \$: \_\_\_\_\_ Disputed Amount \$: \_\_\_\_\_

Account Number: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Merchant Name: \_\_\_\_\_

- ☐ 1. The amount of the charge was increased from \$\_\_\_\_\_ to \$\_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- ☐ 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- ☐ 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
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- ☐ 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- ☐ 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$\_\_\_\_\_ Reference #\_\_\_\_\_  
Sale #2 \$\_\_\_\_\_ Reference #\_\_\_\_\_

- ☐ 8. I notified the merchant on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #: \_\_\_\_\_
- ☐ 9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.
- ☐ 10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.
- ☐ 11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
Best contact telephone #: \_\_\_\_\_ Home #: \_\_\_\_\_

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Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

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We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

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Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_

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